

J. Andrew Coombs (SBN 123881)
andy@coombspc.com
Nicole L. Drey (SBN 250235)
nicole@coombspc.com
J. Andrew Coombs, A.P.C.
517 East Wilson Avenue, Suite 202
Glendale, California 91206
Telephone: (818) 500-3200
Facsimile: (818) 500-3201

Attorneys for Plaintiff DC Comics

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DC Comics,

Plaintiff,

VS.

Mark Towle, an individual and d/b/a
Gotham Garage, and Does 1 through 10,
inclusive.

Defendants.

Case No.: CV11-3934 RSWL (OPx)

[Discovery Document]

PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, trade secret, financial, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order provides that any party may file confidential information under seal; the Local Rules set forth the procedures

1 that must be followed and reflects the standards that will be applied when a party
2 seeks permission from the Court to file material under seal.

3 **2. DEFINITIONS**

4 2.1 Party: any party to this action, including all of its officers, directors,
5 employees, consultants, retained experts, and outside counsel (and their support
6 staff).

7 2.2 Disclosure or Discovery Material: all items or information, regardless
8 of the medium or manner generated, stored, or maintained (including, among other
9 things, testimony, transcripts, or tangible things) that are produced or generated in
10 disclosures or responses to discovery in this matter.

11 2.3 “Confidential” Information or Items: Information (regardless of how
12 generated, stored or maintained) or tangible things that qualify for protection under
13 standards developed under Fed. R. Civ. P. 26(c).

14 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items:
15 extremely sensitive “Confidential Information or Items” which disclosure to another
16 Party or non-party would create a substantial risk of serious injury that could not be
17 avoided by less restrictive means.

18 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 2.6 Producing Party: a Party or non-party that produces Disclosure or
21 Discovery Material in this action.

22 2.7 Designating Party: a Party or non-party that designates information or
23 items that it produces in disclosures or in responses to discovery as “Confidential” or
24 “Highly Confidential – Attorneys’ Eyes Only.”

25 2.8 Protected Material: any Disclosure or Discovery Material that is
26 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

1 2.9 Outside Counsel: attorneys who are not employees of a Party but who
2 are retained to represent or advise a Party in this action.

3 2.10 House Counsel: attorneys who are employees of a Party.

4 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as
5 well as their support staffs).

6 2.12 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been identified or retained by a Party or its counsel
8 to serve as an expert witness or as a consultant in this action. This definition
9 includes a professional jury or trial consultant retained in connection with this
10 litigation.

11 2.13 Professional Vendors: persons or entities that provide litigation support
12 services (e.g., photocopying; videotaping; translating; preparing exhibits or
13 demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and
14 their employees and subcontractors.

15 **3. SCOPE**

16 The protections conferred by this Stipulation and Order cover not only
17 Protected Material (as defined above), but also any information copied or extracted
18 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus
19 testimony, conversations, or presentations by parties or counsel to or in Court or in
20 other settings that might reveal Protected Material.

21 **4. DURATION**

22 In order to permit discovery to proceed without further delay, the parties agree
23 that this Stipulation and Order shall be effective from the date on which it is
24 executed by counsel for the parties and shall apply and be enforceable from that date
25 forward with respect to all discovery in this matter, including materials produced at
26 any time after the commencement of this case. Even after the termination of this
27 litigation, the confidentiality obligations imposed by this Order shall remain in effect

1 until a Designating Party agrees otherwise in writing or a Court order otherwise
2 directs.

3 **5. DESIGNATING PROTECTED MATERIAL**

4 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

5 Each Party or non-party that designates information or items for protection under this
6 Order must take care to limit any such designation to specific material that qualifies
7 under the appropriate standards. A Designating Party must take care to designate for
8 protection only those parts of material, documents, items, or oral or written
9 communications that qualify – so that other portions of the material, documents,
10 items, or communications for which protection is not warranted are not swept
11 unjustifiably within the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations
13 that are shown to be clearly unjustified, or that have been made for an improper
14 purpose (e.g., to unnecessarily encumber or retard the case development process, or
15 to impose unnecessary expenses and burdens on other parties), expose the
16 Designating Party to sanctions under Fed. R. Civ. P. 11 after the requisite safe harbor
17 period.

18 If it comes to a Party's or a non-party's attention that information or items that
19 it designated for protection do not qualify for protection at all, or do not qualify for
20 the level of protection initially asserted, that Party or non-party must promptly notify
21 all other parties that it is withdrawing the mistaken designation.

22 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
23 this Order (see, e.g., second paragraph of Section 5.2(a), below), or as otherwise
24 stipulated or ordered, material that qualifies for protection under this Order must be
25 clearly so designated before the material is disclosed or produced.

26 Designation in conformity with this Order requires:

(a) for information in documentary form (apart from transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at the top of each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

A Party or non-party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order, then, before producing the specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

(b) for testimony given in deposition or in other pretrial or trial
proceedings, that the Party or non-party offering or sponsoring the testimony identify

1 on the record, before the close of the deposition, hearing, or other proceeding, all
2 protected testimony, and further specify any portions of the testimony that qualify as
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When it is
4 impractical to identify separately each portion of testimony that is entitled to
5 protection, and when it appears that substantial portions of the testimony may qualify
6 for protection, the Party or non-party that sponsors, offers, or gives the testimony
7 may invoke on the record (before the deposition or proceeding is concluded) a right
8 to have up to 20 days to identify the specific portions of the testimony as to which
9 protection is sought and to specify the level of protection being asserted
10 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY”). Only those portions of the testimony that are appropriately designated for
12 protection within the 20 days shall be covered by the provisions of this Stipulated
13 Protective Order.

14 Transcript pages containing Protected Material must be separately
15 bound by the court reporter, who must affix to the top of each such page the legend
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
17 ONLY,” as instructed by the Party or non-party offering or sponsoring the witness or
18 presenting the testimony.

19 (c) for information produced in some form other than documentary,
20 and for any other tangible items, that the Producing Party affix in a prominent place
21 on the exterior of the container or containers in which the information or item is
22 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY.” If only portions of the information or item warrant
24 protection, the Producing Party, to the extent practicable, shall identify the protected
25 portions, specifying whether they qualify as “CONFIDENTIAL” or as “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items as “Confidential” or “Highly
3 Confidential – Attorneys’ Eyes Only” does not, standing alone, waive the
4 Designating Party’s right to secure protection under this Order for such material. If
5 material is appropriately designated as “Confidential” or “Highly Confidential –
6 Attorneys’ Eyes Only” after the material was initially produced, the Receiving Party,
7 on timely notification of the designation, must make reasonable efforts to assure that
8 the material is treated in accordance with the provisions of this Order.

9 5.4 Inadvertent Production of Documents. Inadvertent production of any
10 document produced in response to discovery requests in this action by any party or
11 non-party, that a party or non-party later claims should have been withheld on
12 grounds of a privilege, including but not limited to the work product doctrine
13 (collectively the “Inadvertently Produced Privileged Documents”) will not be
14 deemed to waive any privilege, including but not limited to work product protection.
15 A party or non-party may request the return of any document that it or a non-party
16 produced by identifying the Inadvertently Produced Privileged Documents and
17 stating the legal basis for withholding such document from production in writing to
18 all parties upon whom the Inadvertently Produced Privileged Documents were
19 served, within ten business days of discovery of the inadvertent production. If a
20 party or non-party requests the return, pursuant to this paragraph, of such
21 Inadvertently Produced Privileged Documents, the possessing parties shall, within
22 seven calendar days return to the requesting party or non-party all Inadvertently
23 Produced Privileged Documents and shall expunge from any other document or
24 material information derived from the Inadvertently Produced Privileged Document.
25 A party may thereafter move to compel production of any such Inadvertently
26 Produced Privileged Documents it has returned, provided that the fact of inadvertent
27 production itself may not be cited as a basis for the motion.

1 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Unless a prompt challenge to a Designating
3 Party's confidentiality designation is necessary to avoid foreseeable substantial
4 unfairness, unnecessary economic burdens, or a later significant disruption or delay
5 of the litigation, a Party does not waive its right to challenge a confidentiality
6 designation by electing not to mount a challenge promptly after the original
7 designation is disclosed.

8 6.2 Meet and Confer. A Party that elects to initiate a challenge to a
9 Designating Party's confidentiality designation must do so in good faith and must
10 begin the process by conferring directly (in voice to voice dialogue; other forms of
11 communication are not sufficient) with counsel for the Designating Party. In
12 conferring, the challenging Party must explain the basis for its belief that the
13 confidentiality designation was not proper and must give the Designating Party an
14 opportunity to review the designated material, to reconsider the circumstances, and,
15 if no change in designation is offered, to explain the basis for the chosen designation.
16 A challenging Party may proceed to the next stage of the challenge process only if it
17 has engaged in this meet and confer process first.

18 6.3 Judicial Intervention. A Party that elects to press a challenge to a
19 confidentiality designation after considering the justification offered by the
20 Designating Party may file and serve a motion under the Local Rules (and in
21 compliance with any sealing rules, if applicable) that identifies the challenged
22 material and sets forth in detail the basis for the challenge. Each such motion must
23 be accompanied by a competent declaration that affirms that the movant has
24 complied with the meet and confer requirements imposed in the preceding paragraph
25 and that sets forth with specificity the justification for the confidentiality designation
26 that was given by the Designating Party in the meet and confer dialogue.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Until the Court rules on the challenge, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A receiving Party may use Protected Material that is disclosed or produced by another Party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of Section 11 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated CONFIDENTIAL only to:

(a) the Receiving Party's Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(c) experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author of the document or the original source of the information.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party's House Counsel and Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A;

(b) Experts (as defined in this Order) (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Agreement to Be

1 Bound by Protective Order" (Exhibit A), and (3) as to whom the procedures set forth
2 in paragraph 7.4, below, have been followed;

3 (c) the Court and its personnel;

4 (d) court reporters, their staffs, and professional vendors to whom
5 disclosure is reasonably necessary for this litigation and who have signed the
6 "Agreement to Be Bound by Protective Order" (Exhibit A); and

7 (e) the author of the document or the original source of the
8 information.

9 7.4 Procedures for Approving Disclosure of "HIGHLY CONFIDENTIAL –
10 ATTORNEYS' EYES ONLY" Information or Items to "Experts"

11 (a) Unless otherwise ordered by the Court or agreed in writing by the
12 Designating Party, a Party that seeks to disclose to an "Expert" (as defined in this
13 Order) any information or item that has been designated "HIGHLY
14 CONFIDENTIAL – ATTORNEYS' EYES ONLY" first must make a written
15 request to the Designating Party that (1) identifies the specific HIGHLY
16 CONFIDENTIAL information that the Receiving Party seeks permission to disclose
17 to the Expert, (2) sets forth the full name of the Expert and the city and state of his or
18 her primary residence, (3) attaches a copy of the Expert's current resume, (4) identifies
19 the Expert's current employer(s), (5) identifies each person or entity from
20 whom the Expert has received compensation for work in his or her areas of expertise
21 or to whom the Expert has provided professional services at any time during the
22 preceding five years, and (6) identifies (by name and number of the case, filing date,
23 and location of Court) any litigation in connection with which the Expert has
24 provided any professional services during the preceding five years.

25 (b) A Party that makes a request and provides the information
26 specified in the preceding paragraph may disclose the subject Protected Material to
27 the identified Expert unless, within seven Court days of delivering the request, the

1 Party receives a written objection from the Designating Party. Any such objection
2 must set forth in detail the grounds on which it is based.

3 (c) A Party that receives a timely written objection must meet and
4 confer with the Designating Party (through direct voice to voice dialogue) to try to
5 resolve the matter by agreement. If an agreement is reached, the Party seeking to
6 make the disclosure to the Expert may file a motion as provided by the Local Rules
7 (and in compliance with any sealing rules, if applicable) seeking permission from the
8 Court to do so. Any such motion must describe circumstances with specificity, set
9 forth in detail the reasons for which the disclosure to the Expert is reasonably
10 necessary, assess the risk of harm that the disclosure would entail and suggest any
11 additional means that might be used to reduce that risk. In addition, any such motion
12 must be accompanied by a competent declaration in which the movant describes the
13 parties' efforts to resolve the matter by agreement (i.e., the extent and the content of
14 the meet and confer discussions) and sets forth the reason advanced by the
15 Designating Party for its refusal to approve the disclosure.

16 In any such proceeding, the Party opposing disclosure to the Expert
17 shall bear the burden of proving that the risk of harm that the disclosure would
18 (under the safeguards proposed) outweighs the Receiving Party's need to disclose the
19 Protected Material to its Expert.

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
21 **PRODUCED IN OTHER LITIGATION**

22 If a Receiving Party is served with a subpoena or an order issued in other
23 litigation that would compel disclosure of any information or items designated in this
24 action as 'CONFIDENTIAL' or "HIGHLY CONFIDENTIAL - ATTORNEYS'
25 'EYES ONLY," the Receiving Party must so notify the Designating Party, in writing
26 (by fax, if possible) immediately and in no event more than three Court days after
27
28

1 receiving the subpoena or order. Such notification must include a copy of the
2 subpoena or court order.

3 The Receiving Party also must immediately inform in writing the Party who
4 caused the subpoena to issue in the other litigation that some or all the material
5 covered by the subpoena or order is the subject of this Protective Order. In addition,
6 the Receiving Party must deliver a copy of this Stipulated Protective Order promptly
7 to the Party in the other action that caused the subpoena or order to issue.

8 In the event the Designating Party files a motion for protective order to quash
9 the subpoena, the subpoenaed party shall not produce any Protected Material in
10 response to the subpoena without the prior written consent of the producing party or
11 non-party unless (1) an order of a Court of competent jurisdiction has issued
12 requiring production, (2) the Designating Party's motion is withdrawn or denied and
13 the time for an appeal or writ challenging the denial has expired, or (3) a failure to
14 produce such Confidential or Highly Confidential Information would, in the
15 judgment of the subpoenaed party, constitute a violation of any law, rule or
16 regulation.

17 The purpose of imposing these duties is to alert the interested parties to the
18 existence of this Protective Order to afford the Designating Party in this case an
19 opportunity to try to protect its confidentiality interests in the Court from which the
20 subpoena or order issued. The Designating Party shall bear the burdens and the
21 expenses of seeking protection in that Court of its confidential material – and nothing
22 in these provisions should be construed as authorizing or encouraging a Receiving
23 Party in this action to disobey a lawful directive from another Court.

24 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Stipulated Protected Order, the Receiving Party must immediately (a) notify in
28

1 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
2 to retrieve all copies of the Protected Material, (c) inform the person or person to
3 whom unauthorized disclosures were made of all the terms of this Order, and (d)
4 request such a person or persons to execute the “Acknowledgement and Agreement
5 to Be Bound” that is attached hereto as Exhibit A.

6 **10. FILING PROTECTED MATERIAL**

7 In the event that any “Confidential” or “Highly Confidential – Attorneys’ Eyes
8 Only” information is to be used in any Court proceeding in this action, it shall not
9 lose its confidential status through such use, and the party using such material shall
10 take all reasonable steps to maintain its confidentiality during such use. All
11 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” information,
12 documents, and any papers containing information contained in or derived from such
13 documents that is filed with the Court shall be filed with the clerk of the Court
14 pursuant to Local Rule 79-5.1.

15 **11. FINAL DISPOSITION**

16 Unless otherwise ordered or agreed in writing by the Producing Party, within
17 sixty days after the final termination of this action, each Receiving Party must return
18 all Protected Material to the Producing Party. As used in this subdivision, “all
19 Protected Material” includes all copies, abstracts, compilations, summaries or any
20 other form of reproducing or capturing any of the Protected Material. With
21 permission in writing from the Designating Party, the Receiving Party may destroy
22 some or all of the Protected Material instead of returning it. Whether the Protected
23 Material is returned or destroyed, the Receiving Party must submit a written
24 certification to the Producing Party (and, if not the same person or entity, the
25 Designating Party) by the sixty day deadline that identifies (by category, where
26 appropriate) all the Protected Material that was returned or destroyed and that
27 affirms that the Receiving has not retained any copies, abstracts, compilations,

1 summaries or other forms of reproducing or capturing any of the Protected Material.
2 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
3 pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney
4 work product, even if such material contain Protected Material. Any such archival
5 copies that contain or constitute Protected Material remain subject to this Protective
6 Order as set forth in Section 4 (DURATION), above.

7 **12. MISCELLANEOUS**

8 12.1 Right to Further Relief. Nothing in this order abridges the right of any
9 person to seek its modification by the Court in the future.

10
11 / / /
12
13
14
15 / / /
16
17
18 / / /
19
20
21 / / /
22
23
24 / / /
25
26
27
28

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 5/31/12



Hon. Oswald Parada
Magistrate Judge, United States
District Court, Central District

PRESENTED BY:

J. Andrew Coombs, A Professional Corp.

By: _____
J. Andrew Coombs
Nicole L. Drey
Attorneys for Plaintiff DC Comics

ZernerLaw

By: _____
Larry Zerner
Attorney for Defendant Mark Towle, an
individual and d/b/a Gotham Garage

EXHIBIT A
ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____, 2012, in the case of DC Comics v. Mark Towle, et al., Case No. CV11-3934 RSWL (OPx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California Agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____
City and State where sworn and signed: _____

Printed Name: _____
[printed name]

Signature: _____
[signature]